



PATENT
DON01 P-1098

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Examiner : Que Tan Le
Group : 2878
Applicants : Patrick Heslin and Niall R. Lynam
Serial No. : 10/618,334
Filed : July 11, 2003
For : VEHICLE INTERIOR MIRROR SYSTEM INCLUDING A HOUSING
CONTAINING ELECTRICAL COMPONENTS/ACCESSORIES

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION [37 CFR 1.321]

The undersigned Disclaimant, Niall R. Lynam, is Senior Vice President and Chief Technical Officer of the Assignee identified below, and represents that he is empowered to act on behalf of the Assignee.

The Assignee of record, Donnelly Corporation, located at 414 East Fortieth Street, Holland, Michigan 49423, is the owner of the entire right, title and interest in and to the above-identified application and invention. This application is a continuation of United States Patent Application Serial No. 09/997,579, filed November 29, 2001, now U.S. Patent No. 6,593,565, which is a continuation of United States Patent Application Serial No. 09/433,467, filed November 4, 1999, now U.S. Patent No. 6,326,613, which is a continuation-in-part of Serial No. 09/003,966, filed January 7, 1998, now U.S. Patent No. 6,250,148. The Assignment to the Assignee was recorded on January 3, 2000, at Reel 010522, Frame 0622, a copy of which is attached.

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The Disclaimant states that the evidentiary document, namely the attached Assignment, has been reviewed, and Disclaimant hereby certifies that, to the best of his knowledge and belief, title is in the Assignee seeking to take the below action.

The Assignee, Donnelly Corporation, hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration of a full statutory term, as presently shortened by any terminal disclaimer, of United States Patent 6,593,565, which was issued on July 15, 2003, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent 6,593,565, this agreement to run with any patent on the above-identified application and to be binding upon the grantor, and successors or assignees.

Assignee does not disclaim any part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent 6,593,565 in the event that patent later: 1) expires for failure to pay a maintenance fee, 2) is held unenforceable or found invalid by a court of competent jurisdiction, 3) is statutorily disclaimed in whole or is found terminally disclaimed under 37 CFR 1.321(a), 4) has all claims cancelled by a reexamination certificate, or 5) is reissued, or 6) is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I hereby declare that all statements made herein are of my own knowledge and are true and that all statements made on information and belief are believed to be true; and

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further, that the statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both, as set out under Section 1001, Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application or any patent issuing thereon.

DONNELLY CORPORATION

January 30, 2004
Date

Niall R. Lynam
Niall R. Lynam
Senior Vice President and
Chief Technical Officer

DSG/ram